

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of

Telecom House, Inc.

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File No.: EB-IHD-14-00014872

Acct. No.: 201632080009

FRN: 0011382603

ORDER

Adopted: August 19, 2016**Released: August 19, 2016**

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether Telecom House, Inc. (Telecom House) violated Sections 159(a), 222, 225, and 254(d) of the Communications Act of 1934, as amended,¹ and Sections 1.1154, 1.1157, 43.61, 43.62, 54.711, 64.604, and 64.2009(e) of the Commission's Rules,² in connection with Telecom House's failure to comply with the terms of a prior Consent Decree it entered into with the Bureau,³ as well as its failure to pay certain fees, and to file numerous forms and certifications.

2. The Commission's form filing requirements obligate entities that provide interstate telecommunications services and certain other providers of telecommunications, to file, among other things, information as set forth in the Telecommunications Reporting Worksheets; certifications regarding protection of customer proprietary information, and reports on international telecommunications traffic (International Traffic Reports). The failure to timely file these reports and certifications deprives the Commission of necessary information used to determine proper assessments for support mechanisms and to safeguard proprietary consumer information. Telecom House failed to file certain annual certifications, and reports, including its CPNI certifications in 2013, 2014, and 2015. Telecom House also failed to file International Traffic Reports in 2012, 2013, 2014, and failed to timely file its International Traffic Report in 2015.

3. The Commission's Regulatory Fee and Fund Contribution Rules require entities that provide interstate telecommunications services and certain other providers of telecommunications to pay annual regulatory fees, and to contribute to the Telecommunications Relay Service (TRS) Fund. The failure to timely pay annual regulatory fees deprives the Commission of resources needed for important regulatory programs and shifts to compliant service providers the economic cost associated with these federal regulatory programs. Similarly, the failure to contribute to the TRS Fund deprives the TRS Fund of the resources necessary to support the TRS, and shifts the costs to support the TRS to other, compliant service providers. Telecom House failed to timely pay its regulatory fees for fiscal year 2013, and did not pay those fees in full until August 21, 2015. Additionally, the TRS Fund administrator transferred a number of the Company's debts to the Treasury for collection under the Debt Collection Improvement Act (DCIA)⁴ because Telecom House failed to timely pay its TRS fees.

¹ 47 U.S.C. §§ 159(a), 222, 225, 254(d).

² 47 CFR §§ 1.1154, 1.1157, 43.61, 43.62, 54.711, 64.604, 64.2009(e).

³ *Telecom House, Inc.*, Order, 21 FCC Rcd 10883 (2006) (adopting *Telecom House, Inc.*, Consent Decree (2006 Consent Decree)).

⁴ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

4. Telecom House violated the terms of the *2006 Consent Decree* upon failing to make timely payments of the civil penalty owed as part of that agreement. Telecom House's failure to comply with the *2006 Consent Decree* is an egregious violation that demonstrates a lack of regard for Commission authority.

5. To settle this matter, Telecom House admits to the violations described above, will implement a compliance plan, and pay a seventy-five thousand dollars (\$75,000) civil penalty. Upon an Event of Default, as defined and described in the attached Consent Decree, Telecom House agrees to pay an additional one-hundred seventy-five thousand dollars (\$175,000) civil penalty.

6. After reviewing the terms of the Consent Decree and evaluating the facts, we find that the public interest would be served by adopting the Consent Decree before us and terminating the referenced investigation regarding Telecom House's violation of a Commission Order by its failure to fully and timely pay the civil penalty associated with the *2006 Consent Decree*, as well as Telecom House's failure to file numerous forms and certifications, and pay certain fees, pursuant to Sections 159(a), 222, 225, and 254(d) of the Communications Act of 1934, as amended,⁵ and Sections 1.1154, 1.1157, 43.61, 43.62, 54.711, 64.604, and 64.2009(e) of the Commission's Rules.⁶

7. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Telecom House's basic qualifications to hold or obtain any Commission license or authorization.⁷

8. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Act⁸ and the authority delegated by Sections 0.111 and 0.311 of the Rules,⁹ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

9. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

10. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Aaron Amid, CEO, Telecom House, Inc., 1114 S Robertson Boulevard, Los Angeles, California, and to Douglas D. Orvis II., Esq., Morgan, Lewis & Bockius LLP, 2020 K Street, NW, Washington D.C. 20006.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief
Enforcement Bureau

⁵ 47 U.S.C. §§ 159(a), 222, 225, 254(d).

⁶ 47 CFR §§ 1.1154, 1.1157, 43.61, 43.62, 54.711, 64.604, 64.2009(e).

⁷ See 47 CFR § 1.93(b).

⁸ 47 U.S.C. § 154(i).

⁹ 47 CFR §§ 0.111, 0.311.

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File No.: EB-IHD-14-00014872

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FRN: 0011382603

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission (Bureau) and Telecom House, Inc. (Telecom House), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether Telecom House violated Sections 159(a), 222, 225, and 254(d) of the Communications Act of 1934, as amended,¹ and Sections 1.1154, 1.1157, 43.61, 43.62, 54.711, 64.604, and 64.2009(e) of the Commission's Rules,² in connection with Telecom House's failure to comply with the terms of a prior Consent Decree it entered into with the Bureau³, as well as its failure to file numerous forms and certifications.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended.⁴
 - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
 - (d) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
 - (e) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Telecom House is subject by virtue of its business activities.
 - (f) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 15.
 - (g) "Covered Employees" means all employees and agents of Telecom House who perform, or supervise, oversee, or manage the performance of, duties that relate to Telecom House's responsibilities under the Communications Laws, including but not limited to the Form Filing Requirements and the Regulatory Fee and Fund Contribution Requirements.

¹ 47 U.S.C. §§ 159(a), 222, 225, 254(d).

² 47 CFR §§ 1.1154, 1.1157, 43.61, 43.62, 54.711, 64.604, 64.2009(e).

³ See para. 4 *infra*.

⁴ 47 U.S.C. § 151 *et seq.*

- (h) “Effective Date” means the date by which both the Bureau and Telecom House have signed the Consent Decree.
- (i) “Form Filing Requirements” means Section 222 of the Act, Sections 43.61, 43.62, 54.711, 64.604, and 64.2009(e) of the Rules, and other provisions of the Act, the Rules, and Commission orders related to filing required forms and certifications, such as Telecommunications Reporting Worksheets (*i.e.* FCC Forms 499-A), certifications regarding protection of the confidentiality of customer proprietary network information (CPNI Certifications), and reports on international telecommunications traffic (International Traffic Reports).
- (j) “Investigation” means the investigation commenced by the Bureau in EB-IHD-14-00014872 regarding whether Telecom House violated the Form Filing Requirements and the Regulatory Fee and Fund Contribution Requirements, and whether Telecom House violated a Commission order by failing to timely pay a civil penalty pursuant to a Consent Decree.
- (k) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Telecom House to implement the Compliance Plan.
- (l) “Parties” means Telecom House and the Bureau, each of which is a “Party.”
- (m) “Regulatory Fee and Fund Contribution Requirements” means Sections 159(a) and 222 of the Act, Sections 1.1154, 1.1157, and 64.6404 of the Rules, and other provisions of the Act, the Rules, and Commission orders related to paying annual regulatory fees to the Commission, and contributing to federal regulatory funds such as the Telecommunications Relay Service (TRS) Fund.
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (o) “Telecom House” or “Company” means Telecom House, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

II. BACKGROUND

3. On September 21, 2006, the Bureau entered into a Consent Decree with Telecom House,⁵ to resolve a Notice of Apparent Liability (NAL) issued against Telecom House for numerous violations of the Commission’s Rules.⁶ The 2006 Consent Decree included, among other provisions, a total civil fine of \$170,000 (paid in 24 monthly installments of \$7,083.33).⁷ In July 2014, the Office of the Managing Director (OMD) informed the Bureau that Telecom House had not made the required payments under the 2006 Consent Decree. On May 27, 2015, the Bureau issued a Letter of Inquiry (LOI) to Telecom House, requesting information and documents regarding the Company’s potential violation of a Commission order for failure to pay the civil penalty under the 2006 Consent Decree, as well as other potential

⁵ *Telecom House, Inc.*, Order, 21 FCC Rcd 10883 (2006) (adopting *Telecom House, Inc.*, Consent Decree (2006 Consent Decree)).

⁶ *Telecom House, Inc.*, Notice of Apparent Liability for Forfeiture and Order, 20 FCC Rcd 15,131 (2005) (cancelled by *Telecom House, Inc.*, Order, 21 FCC Rcd 10883 (2006)).

⁷ 2006 Consent Decree.

violations of the Communications Act and the Commission's Rules.⁸ On July 2, 2015, Telecom House responded to the Bureau's LOI.⁹ Based on the Company's LOI Response, the Bureau identified several potential violations of the Act and the Rules, discussed below.

4. *Violation of a Commission Order.* As stated above, Telecom House agreed to pay a civil penalty of \$170,000 pursuant to the 2006 Consent Decree. The final payment was due on October 1, 2008; however as of that date Telecom House had not paid the entirety of the \$170,000 civil penalty. In such an instance, the Commission may issue a forfeiture penalty pursuant to Section 1.80(a)(2) of the Rules.¹⁰ The Bureau notes, however, that on August 21, 2015, Telecom House did pay the remaining balance due on the 2006 civil penalty.

5. *Form Filing Requirements.* The Form Filing Requirements require entities that provide interstate telecommunications services and certain other providers of telecommunications to file information as set forth on the Telecommunications Reporting Worksheets (*i.e.*, FCC Forms 499-A), to file certifications regarding protection of the confidentiality of customer proprietary network information, and to file reports on international telecommunications traffic. The failure to timely file these forms and certifications deprives the Commission of necessary information used to determine proper assessments for support mechanisms and to safeguard proprietary consumer information.

6. Based on information provided in the LOI Response, Telecom House, among other things, failed to file CPNI Certifications in 2013, 2014, and 2015. Telecom House also failed to file International Traffic Reports in 2012, 2013, and 2014, and failed to timely file its International Traffic Report in 2015.

7. *Regulatory Fee and Fund Contribution Requirements.* The Regulatory Fee and Fund Contribution Requirements require entities that provide interstate telecommunications services and certain other providers of telecommunications to pay annual regulatory fees, and to contribute to the TRS Fund. The failure to timely pay annual regulatory fees deprives the Commission of resources needed for important regulatory programs and shifts to compliant service providers the economic cost associated with these federal regulatory programs. Similarly, the failure to contribute to the TRS Fund deprives the TRS Fund of the resources necessary to support the TRS, and shifts the costs to support the TRS to other, compliant service providers.

8. Based on information provided in the LOI Response, Telecom House failed to timely pay its regulatory fees in full for fiscal year 2013; Telecom House did not pay in full until August 21, 2015. In addition, the TRS Fund administrator transferred a number of the Company's debts to the Treasury for collection under the Debt Collection Improvement Act (DCIA)¹¹ because Telecom House failed to timely pay those debts. Telecom House did not fully pay these debts until January 15, 2016.

III. TERMS OF AGREEMENT

9. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

⁸ Letter of Inquiry from Jeffrey J. Gee, Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to Telecom House, Inc., at 1 (May 27, 2015) (on file in EB-IHD-14-00014872).

⁹ Response to Letter of Inquiry from Keenan Adamchak, Counsel for Telecom House, Inc., to Joseph Schlingbaum, Attorney Advisor, Investigations and Hearings Division, FCC Enforcement Bureau (July 2, 2015) (on file in EB-IHD-14-00014872). On September 3, 2015, counsel of record for Telecom House became Douglas D. Orvis II of Morgan, Lewis & Bockius LLP.

¹⁰ 47 CFR § 1.80(a)(2).

¹¹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat.1321, 1358 (Apr. 26, 1996).

10. **Jurisdiction.** Telecom House agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

11. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

12. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Telecom House agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against Telecom House concerning the matters that were the subject of the Investigation. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to set for hearing the question of Telecom House's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹²

13. **Admission of Liability.** Telecom House admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 12 herein, that its actions that were the subject of the Investigation violated the Form Filing Requirements, the Regulatory Fee and Fund Contribution Requirements, and violated a Commission order.

14. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Telecom House shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Telecom House complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Communications Act and the Commission's Rules, including but not limited to the Form Filing Requirements and the Regulatory Fee and Fund Contribution Requirements, prior to assuming his/her duties.

15. **Compliance Plan.** For purposes of settling the matters set forth herein, Telecom House agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Form Filing Requirements and the Regulatory Fee and Fund Contribution Requirements, Telecom House will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Telecom House shall establish Operating Procedures that all Covered Employees must follow to help ensure Telecom House's compliance with the Form Filing Requirements and the Regulatory Fee and Fund Contribution Requirements. Telecom House's Operating Procedures shall include internal procedures and policies specifically designed to ensure that:

¹² See 47 CFR 1.93(b).

- i. Telecom House timely files required Commission forms and certifications, including but not limited to those covered by the Form Filing Requirements;
- ii. Telecom House timely and fully makes required payments, including but not limited to those covered by the Regulatory Fee and Fund Contribution Requirements;
- iii. Telecom House timely and fully pays each Installment Payment as specified in paragraph 20 below.

Telecom House shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Form Filing Requirements and the Regulatory Fee and Fund Contribution Requirements.

- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Form Filing Requirements and the Regulatory Fee and Fund Contribution Requirements and set forth the Operating Procedures that Covered Employees shall follow to help ensure Telecom House's compliance with the Form Filing Requirements and the Regulatory Fee and Fund Contribution Requirements. Telecom House shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Telecom House shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Telecom House shall establish and implement a Compliance Training Program on compliance with the Form Filing Requirements and the Regulatory Fee and Fund Contribution Requirements, and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Telecom House's obligation to report any noncompliance with the Form Filing Requirements and the Regulatory Fee and Fund Contribution Requirements under paragraph 16 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Telecom House shall repeat compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

16. **Reporting Noncompliance.** Telecom House shall report any noncompliance with Form Filing Requirements and the Regulatory Fee and Fund Contribution Requirements, and with the terms and conditions of this Consent Decree, within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Telecom House has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that the Telecom House has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kalun Lee at Kalun.Lee@fcc.gov, and Gregory Vadas at Gregory.Vadas@fcc.gov. Telecom House's obligation to monitor and report noncompliance pursuant to the paragraph operates in addition to Telecom House's obligation to respond to Notice of suspected noncompliance pursuant to paragraph 21.

17. **Compliance Reports.** Telecom House shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Telecom House's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Form Filing Requirements and the Regulatory Fee and Fund Contribution Requirements. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Telecom House, stating that the Compliance Officer has personal knowledge that Telecom House: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 16 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with Section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.¹³
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Telecom House, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that Telecom House has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Telecom House has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kalun Lee at Kalun.Lee@fcc.gov, and Gregory Vadas at Gregory.Vadas@fcc.gov.

18. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 14 through 17 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

19. **Section 208 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to Section 208 of the Act¹⁴ against Telecom House or its affiliates for alleged violations of the Act, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Telecom House with the Communications Laws.

¹³ 47 CFR § 1.16.

¹⁴ 47 U.S.C. § 208.

20. **Civil Penalty.** Telecom House will pay a civil penalty to the United States Treasury in the amount of seventy-five thousand dollars (\$75,000). Payment of the civil penalty shall be made in 12 installments (each an Installment Payment), as specified below:

- (a) The first Installment Payment in the amount of \$6,250 is due on October 1, 2016.
- (b) Thereafter, 11 Installment Payments of \$6,250 will be due on the first day of each subsequent month.

Upon an Event of Default, as described in paragraph 22, Telecom House agrees to pay an additional Installment Payment (Additional Installment Payment) in the amount of one-hundred seventy-five thousand dollars (\$175,000).

Telecom House acknowledges and agrees that upon execution of this Consent Decree, the civil penalty and each Installment Payment shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).¹⁵ Upon an Event of Default (as defined below), the Additional Installment Payment shall also become shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1),¹⁶ and all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated.

Telecom House shall send electronic notification of payment to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kalun Lee at Kalun.Lee@fcc.gov, and Gregory Vadas at Gregory.Vadas@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.¹⁷ When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters “FORF” in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 270000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

¹⁵ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹⁶ *Id.*

¹⁷ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

21. **Notice and Cure.** For the purposes of this Consent Decree, the following procedures shall govern suspected Events of Default:

- (a) *Notice.* Upon notice (pursuant to paragraph 16) or discovery of a suspected Event of Default, the Bureau shall provide Notice thereof to Telecom House. Notice shall be provided in writing within thirty (30) days of the Bureau's discovery thereof. Notice shall set forth the nature of the act or omission that gave rise to the suspected Event of Default and the date upon which the act or omission occurred.

Notice shall be deemed given when sent by first class mail, postage prepaid, and addressed, as appropriate, to Aaron Amid, CEO either at Telecom House's last known address or such other address as may be designated in writing to the Bureau.

- (b) *Cure.* Upon receipt by Telecom House of Notice of a suspected Event of Default, Telecom House shall be afforded an opportunity to Cure. Telecom House may Cure by paying the amounts that are past due, along with any fees penalties, and interest as to infra paragraphs 22(a) 22(b), 22(c); and/or file those forms, reports, and certifications that are then late as to infra paragraphs 22(d), 22(e). Telecom House shall be afforded thirty (30) days from receipt of Notice of a suspected Event of Default to Cure, after which the opportunity to Cure shall be deemed waived.
- (c) *Effect of Failure to Cure.* The failure by Telecom House to Cure renders a suspected Event of Default an Event of Default.

These Notice and Cure procedures operate in addition to the obligation by Telecom House, pursuant to paragraph 16, to monitor and report noncompliance.

22. **Event(s) of Default.** Telecom House agrees that an Event of Default shall occur upon:

- (a) Failure by Telecom House to pay the full amount of Installment Payments 1 through 12 on or before the due dates specified in this Consent Decree;
- (b) Failure by Telecom House to timely and fully pay Regulatory Fees, pursuant to Section 159(a) of the Act¹⁸ and Sections 1.1154 and 1.1157(b)(1) of the Rules;¹⁹
- (c) Failure by Telecom House to timely and fully contribute to the TRS Fund, pursuant to Section 225 of the Act²⁰ and Section 64.604(c)(5)(iii)(A) of the Rules;²¹
- (d) Failure by Telecom House to timely file CPNI certifications, pursuant to Section 222 of the Act²² and Section 64.2009(e) of the Rules;²³
- (e) Failure by Telecom House to timely file international traffic and revenue reports, pursuant to Sections 43.61(a) and 43.62(b) of the Rules.²⁴

¹⁸ 47 U.S.C. § 159(a).

¹⁹ 47 CFR §§ 1.1154, 1.1157(b).

²⁰ 47 U.S.C. § 225.

²¹ 47 CFR § 64.604(c)(5)(iii)(A).

²² 47 U.S.C. § 222.

²³ 47 CFR § 64.2009(e).

²⁴ Until March 12, 2015, the requirement for carriers to file international traffic and revenue reports was codified at 47 CFR § 43.61(a). Effective March 12, 2015, the international traffic and revenue report requirement is codified at 47 CFR § 43.62(b).

Pursuant to paragraph 21, above, Telecom House shall be provided Notice and afforded an opportunity to Cure a suspected Event of Default.

23. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the civil penalty (including the Additional Installment Payment) shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the civil penalty (including the Additional Installment Payment), together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Telecom House.

24. **Waivers.** As of the Effective Date, Telecom House waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. Telecom House shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither Telecom House nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Telecom House shall waive any statutory right to a trial *de novo*. Telecom House hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act²⁵ relating to the matters addressed in this Consent Decree.

25. **Failure to Enforce Not a Waiver.** The failure of the Bureau or the Commission to enforce at any time any provision of this Consent Decree shall in no way be construed to be a waiver of such provision or of any other provision hereof.

26. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

27. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

28. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which Telecom House does not expressly consent) that provision will be superseded by such Rule or Order.

29. **Successors and Assigns.** Telecom House agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

30. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

31. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

32. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

²⁵ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

33. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

34. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Travis LeBlanc, Chief
Enforcement Bureau

Date

Aaron Amid, CEO
Telecom House, Inc.

Date